



County of San Bernardino

F A S

STANDARD CONTRACT

AMENDMENT NO. 1

**FOR COUNTY USE ONLY**

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>BRYANAS702</b>		<b>SC</b>	Dent <b>SWM</b>	<b>A</b>	Contract Number <b>01-683 A-1</b>	
County Department <b>DPW – Solid Waste Management Division</b>			Dept. <b>SWM</b>		Orgn. <b>SWM</b>	Contractor's License No.	
County Department Contract Representative <b>Peter H. Wulfman, Division Manager</b>			Telephone <b>386-8703</b>		Total Contract Amount <b>\$1,845,639.00</b>		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other							
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers not to encumber this contract as not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.							
Commodity Code <b>120</b>		Contract Start Date <b>6/26/01</b>		Contract End Date <b>12/31/04</b>		Original Amount <b>\$1,725,475.00</b>	Amendment Amount <b>\$120,164.00</b>
Fund <b>EAL</b>	Dept. <b>SWM</b>	Organization <b>SWM</b>	Appr. <b>410</b>	Obj/Rev Source <b>4010</b>		GRC/PROJ/JOB No. <b>80R51290</b>	Amount <b>\$120,164.00</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount
Project Name <b>Consulting Services - Various Landfill Sites in San Bernardino County</b>				Estimated Payment Total by Fiscal Year			
				FY <b>03/04</b>	Amount <b>\$120,164.00</b>	I/D <b>I</b>	
Contract Type 2 (c)							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and  
Name

**BRYAN A. STIRRAT & ASSOCIATES**

hereinafter called **CONSULTANT or CONTRACTOR**

Address

**1360 Valley Vista Drive**

**Diamond Bar, CA 91765**

Phone

**909-860-7777**

Birth Date

Federal ID No. or Social Security No.

**95-4313020**

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

Amend Contract No. 01-683 to provide additional consultant services for construction administration for the Victorville Sanitary Landfill Gas Extraction System. This Amendment will increase the total Contract amount by \$120,164.00. The amended total Contract amount is \$1,845,639.00.

## **RECITALS**

- a) The parties hereto entered into Contract 01-683 on June 26, 2001 for Professional Services for Various Landfill sites in the County of San Bernardino attached as Exhibit "1" to the original Contract. Included in this Exhibit to the Contract was the Victorville Landfill – Landfill Gas System project.
- b) The scope of work performed for construction administration services as included in Contract 01-683 will be supplemented by the Consultant's Proposal submitted for the additional work needed attached hereto as Exhibit "2".
- b) Total compensation for this contract will be \$1,845,639.00. The total cost of the additional construction management shall not exceed \$120,164.00.

**NOW THEREFORE**, the parties agree as follows:

1. The following is added to Section 3., entitled "Scope of Work":

The scope of work shall also include all items listed in the Consultants Proposal attached as Exhibit "2" to this Amendment No. 1 in addition to the scope of work referenced in the original Contract in Exhibit "1". The date by which the scope of work for the Victorville Landfill - Landfill Gas System shall be completed is amended to December 31, 2003.

The Provisions of this Contract shall control any contrary provision or term of either of the Consultant's proposals or of the County's Request for Proposal.

2. Section 5., entitled "Compensation," is amended to read:

For the work authorized under this Contract, Consultant shall be compensated for the work performed in an amount not to exceed \$1,845,639.00. The cost of the Victorville Landfill – Landfill Gas System project will be increased by \$120,164.00. This increases the cost of the project from a total of \$195,154.00 to a total of \$315,318.00.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. Alternatively, Consultant is entitled to receive the specified level of compensation notwithstanding that it is able to perform all required items of work with the expenditure of less labor, material or the incurrence of less expense, than anticipated by the parties. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of this Contract, which item of work is not performed by Consultant (including Consultant's agents and subcontractors).

In order to make progress payments to the Consultant, the specified compensation shall be payable as follows: Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Consultant's Proposal attached as Exhibit "1" to the Original Contract and as Exhibit "2" hereto, less 10% retention. Said retention shall be payable upon completion of the project as determined by the County.

Consultant's "Cost Proposal", attached as Exhibit "1" to the Original Contract and as Exhibit "2" hereto, sets out the Consultant's estimate of the cost (including wages) of completing the project. The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the project.

Consultant shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

3. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

COUNTY OF SAN BERNARDINO

BRYAN A. STIRRAT & ASSOCIATES, INC.  
(Print or type name of corporation, company, contractor, etc.)

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

By: ► \_\_\_\_\_  
(Authorized signature - **sign in blue ink**)

Dated: \_\_\_\_\_

Name: Ghassan Andraos  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title: President  
(Print or Type)

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address: 1360 Valley Vista Drive  
Diamond Bar, CA 91765

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head
Date _____	Date _____	Date _____

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By